

EXHIBIT 89

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----X

ANNE BRYANT,

Index No. 5192/00

Plaintiff,

-against-

BROADCAST MUSIC, INC.
(a/k/a "BMI"), FORD KINDER,
KINDER & CO., LTD., VADIVOX,
INC., JULES M. "JOE" BACAL,
GRIFFIN BACAL, INC., STARWILD
MUSIC BMI, WILDSTAR MUSIC ASCAP,
SUNBOW PRODUCTIONS, INC.,

AFFIRMATION IN
OPPOSITION TO SUNBOW'S
MOTIONS FOR A DIRECTED
VERDICT AND TO
DISMISS THE
AMENDED COMPLAINT AND
IN SUPPORT OF
PLAINTIFF'S MOTION FOR
JUDGMENT [CPLR 4401]

Defendants.

-----X

ANNE BRYANT,

Index No. 2821/02

Plaintiff,

-against-

SUNBOW PRODUCTIONS, INC.,

Defendant.

-----X

MICHAEL KORIK, ESQ., an attorney and member of the Bar
of New York affirms, under penalty of perjury in accordance
with the CPLR, the following:

1. I am an associate of MONAGHAN, MONAGHAN,
LAMB & MARCHISIO LLP, attorneys for Plaintiff ANNE BRYANT
("Plaintiff") and submit this Affirmation and accompanying

Memorandum in opposition to Defendant Sunbow Productions, Inc.'s ("SUNBOW") latest meritless mid-trial motions for a directed verdict and to dismiss the Plaintiff's Amended Complaint

2. This Affirmation is also submitted in support of Plaintiff's Motion for Judgment [CPLR 4401] based on formal judicial admissions made by Sunbow in the course of the proceedings as read into the Record on December 6, 2006. Those admissions buttressed by the testimony of Plaintiff and her expert David Berman lead to only one conclusion: at this juncture Plaintiff is entitled to judgment directing that the defendant Sunbow account to her for its admitted responsibility to pay her publishing royalties for third party licenses including licenses of CD's; DVD's and VHS products. She is also entitled to make her case for damages for changes in her BMI catalog and after the accounting, the damages including interest and fees, for whatever the accounting reveals.

ADMISSIONS

Sunbow has admitted its responsibility to account for and pay Plaintiff. As read into the Record on December 6, 2006:

Sunbow made the following

25 statement, on Page 19. On appeal this was referenced

1 A802. Sunbow said, and I'm reading from Paragraph 4:

2 "Under the standard Sunbow work-for-hire agreements,
3 Plaintiff still has publishing rights. Plaintiff
4 appears to be confused about the publishing royalties
5 available to her under the Sunbow agreements. She
6 cites Sunbow as stating she has no rights to
7 mechanical or synchronization royalties."

8 Plaintiff's brief at 31-33, Bryant affidavit,
9 Blue paragraphs 15, 17, and 19. "Sunbow does not say
10 this. While this misunderstanding does not impact the
11 Court's analysis of the sufficiency of Plaintiff's
12 evidence for purposes of summary judgment, we think it
13 would be helpful to point out that Sunbow is not
14 interpreting Plaintiff's rights under the Sunbow
15 contracts as narrowly as she claims they are. Under
16 the Sunbow agreements, and the Kohn, K-O-H-N, Form
17 3.8, Phares Exhibit G to J", parents, "Sunbow is
18 obliged to pay Plaintiff a royalty of 50% of the net
19 profits from licenses to third parties of mechanical
20 or synchronization rights, assuming they are not
21 barred by the Statute of Limitations", parents, "see
22 Section 2C, Intro., CEG, Phares Exhibit H-k, Paragraph
23 6a-1,"

24 And here's the rub. "But Sunbow does not
25 agree that the licenses made for the distribution of

105

1 the TV shows and videocassettes and DVDs is an

2 exercise of either one of those rights" [Transcript of proceedings 12-06-
06] at 104-105] - see Exhibit "D".

SUNBOW has also previously conceded and this Court noted, that "...[SUNBOW] agrees that it is obliged to pay Plaintiff a royalty of 50% of the net profits from

licenses to third parties of mechanical or synchronization rights..." (See SUNBOW Reply Memorandum and Decision and Order dated May 26, 2004 at page 22 referring to it.) These are binding and dispositive.

WHERE ARE WE NOW?

3. This Court has held that the written June 1, 1985 JEM Agreement (SUNBOW Trial Exhibit "M") governs all contractual relationships between the Plaintiff and SUNBOW.

4. This Agreement [Deft's M in evidence], which Plaintiff did not have until 2004, more than a year after being demanded in the case, provides for an accounting and payment of royalties to Plaintiff [See paragraphs 6 a e.g.]. Plaintiff was undoubtedly without this Agreement because of wrongful actions by the defendants including Jules M. "Joe" Bacal, who undoubtedly withheld the JEM Agreement from Plaintiff. Both former Defendants Kinder and Bacal have settled the case with Plaintiff, however, those settlements only speak to the future as to BMI performance royalties leaving Plaintiff damaged for past wrongs [as for example the \$238,000 due as of 2003].

PLAINTIFF IS ENTITLED TO AN ACCOUNTING ON EITHER A CONTRACT
OR EQUITABLE BASIS

5. Having lost on the statute of frauds and statute of limitations issues [and withholding the Jem Agreement until mid-trial] Sunbow, while begging the Court for years to apply the written Jem Agreement to all relationships with Plaintiff [the "pot calling the kettle black"], shifts its theory of defense never urged in its Answer and now raises spurious pleading defenses and claims surprise and demands that the Plaintiff first chase Sunbow for an accounting under the Agreement and only then sue. Nonsense-in the first place as Plaintiff's expert David Berman testified and the Agreement provides, it is Sunbow's responsibility to issue an accounting - without which no audit has meaning. This is a condition precedent to a condition precedent [i.e. the accounting must first be issued to trigger any contractual obligation to complain about it].

6. Sunbow had the Jem Agreement for years in both an unsigned and signed iteration and is charged with its terms. Sunbow never issued any accountings to Plaintiff and even its latest 2006 lame effort was not an accounting to Plaintiff but rather Sony ATV's statement not

to Plaintiff but to Loonland, AG Sunbow's parent - i.e. itself.

PLAINTIFF CAN STILL ESTABLISH A FIDUCIARY RELATION WITH
SUNBOW THROUGH BACAL

7. Plaintiff's contractual right to an accounting is no longer an issue but even if Plaintiff were not so entitled, she still has a right to the very accounting she pled in her Amended Complaint. The Court read the claims which discussed a demand for an accounting to the parties in open Court and reference is made to the Amended Complaint First Cause of Action at paragraphs 3-5 and Second Cause of Action [2-7]. As the accompanying Memorandum reflects, it is the facts which are pled which put the defendant on notice and the theory of relief may indeed change in the course of a case.

BACAL WAS SUNBOW TO PLAINTIFF

8. Sunbow was not some giant record company or mega corporation. It acted through its agent and owner former defendant Bacal who personally profited and through the corporation was able to change BMI registrations in his favor and Sunbow's favor through cue sheets.¹

9. This Court held in its last decision before trial dated May 24, 2004 that if Plaintiff is able to

¹ Bacal's settlement with plaintiff does not in any way hamper plaintiff in imputing his actions to Sunbow.

establish that Joseph Bacal's ("BACAL") relationship with SUNBOW is such that he had exercised complete domination and control of SUNBOW that it may be said that the corporation was in reality a shell or dummy corporation for BACAL's own purposes, the Court can allow Plaintiff to pierce the corporate veil to equate BACAL's relationship with Plaintiff to SUNBOW's relationship with Plaintiff and to recover any financial benefit that has been wrongfully conferred upon SUNBOW. (See Decision and Order at page 17 dated May 24, 2004 annexed hereto as Exhibit "A.")

10. This Court has also held that this same analysis is applicable to Starwild Music BMI ("STARWILD") and Wildstar Music ASCAP ("WILDSTAR") both defendants in this action. (*Id.*)

11. While Plaintiff insists that the contract claims and right to an accounting have already been established, if necessary Plaintiff would still be able to prove through her own testimony and that of witnesses Bacal and Weitzman, that a fiduciary relation was indeed evident as Bacal and Sunbow controlled and owned the copyrights for the mutual benefit of both Sunbow and Plaintiff and as Weitzman, SUNBOW'S missing witness testified, themes such as the Transformer's theme were just handed over to SUNBOW by Bacal. Weitzman's trial testimony by deposition binding

on Sunbow was that Weitzman knew that "a lot of the series themes were toy properties and they were commercial themes first which were handed over to me as a theme" (Weitzman, Dep 5/19/2003 Page 47 previously submitted to the Court). The theme that was used in a commercial was frequently used in an extended version for the T.V. show. Those themes "then became part of the cue sheet for the show" (Weitzman, Page 47). This is a violation of the clearance procedure at both BMI and ASCAP, which does not permit the use of cue sheets for the clearance of pre-existing music: music not written specifically for the television program.

12. SUNBOW's Weitzman testified that Bacal and Griffin, both called as witnesses controlled the cue sheets.

13. Weitzman said under oath that Griffin and Bacal were responsible for the percentage allocations (Weitzman, Pages 41 and 42); that she knew "a lot of the series' themes were toy properties and they were commercial themes first" (Weitzman, Page 47). She further says that she "had nothing to do with the cue sheets for the commercials, that's a separate area," (Weitzman, Page 48) "had nothing to do with the accuracy of these cue sheets" (Weitzman, Page 49) and the people who assigned the

percentages were "Tom or Joe," the owners of Griffin Bacal Inc. and SUNBOW (See Weitzman, Page 49).

14. In the aforementioned Decision and Order, the Court concluded that a triable issue of fact remained with respect to the nature of Plaintiff's relationship with BACAL and specifically whether he owed a fiduciary duty her. The same remains true as to SUNBOW.

BERMAN TESTIMONY

15. David Berman, former President of Capitol Records/ Industries, and an unimpeached witness at the trial of this action, testified that the Publisher controls and exploits the compositions for the mutual benefit of the Writer and the Publisher:

- 14 Q. Same question: What's music publishing to the
15 uninitiated?
16 A. Music publishing involves the exploitation of
17 copyrights into musical compositions.
18 Q. And for whose benefit is that done, that
exploitation
19 you just mentioned?
20 A. Well, for the benefit of the publisher, the owner
of
21 the copyright, and the writer of the composition,
or
22 writers. [Berman Tr Trans. 12-06-06].

14 Q. Okay. So, the job of the administrator is to exploit
15 the copyright and then collect the monies and pay
and
16 also account for those monies; is that not right?
17 A. That's correct.²

15. The overwhelming evidence in this case is that SUNBOW did not do exactly what its own Jem Agreement required: account to and pay Plaintiff. Therefore, on the basis of the foregoing, Plaintiff's Motion for Partial Summary Judgment should be granted

THE SUNBOW MOTION TO DISMISS MUST BE DENIED

16. As further explained in the accompanying Memorandum of Law, SUNBOW's motion is meritless and must be denied for the following reasons:

- A. SUNBOW has failed to demonstrate why Plaintiff is not entitled to an accounting; and
- B. The Amended Complaint need not be conformed to the evidence as claimed by the

² As Berman testified, The Jem Agreement contains no waiver clause indicating that even if Plaintiff had received a valid accounting but never complained about it, this would not operate to waive her right to complain about other periods or accountings [See Jem Agreement ¶ 13 (b)].

Plaintiff's as it already requests an accounting; and

- C. The SUNBOW Agreement relied upon by this Court states a condition precedent upon SUNBOW to deliver statements upon Plaintiff twice per year BEFORE Plaintiff can object to those statements in writing; and
- D. SUNBOW violated the terms of the agreement by failing to provide royalty statements to Plaintiff, as required by the agreement in §6(a) of the subject JEM Agreement; and
- E. BACAL, as co-chairman of SUNBOW and his actions therein, as principal and/or agent of SUNBOW, established a relationship between SUNBOW and Plaintiff that would give rise to an accounting.
- F. SUNBOW cannot use the JEM Agreement as both a shield and a sword in support of its position.

17. For the foregoing reasons, SUNBOW's motions must be denied and Plaintiff's motion granted.

New York, New York
December 8, 2006


MICHAEL KORIK

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EXHIBIT A

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DECISION AND ORDER

To commence the statutory period of appeals as of right (CPLR 5513[a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.

SUPREME COURT OF THE STATE OF NEW YORK
IAS PART, ROCKLAND COUNTY

Present: HON. ANDREW P. O'ROURKE
Supreme Court Justice

FILED BH

MAY 28 2004

ROCKLAND COUNTY
CLERK'S OFFICE

-----X
ANNE BRYANT,

Plaintiff,

Motion Date: 5/7/04

-against-

Index No. 5192/00

BROADCAST MUSIC INC., (a/k/a "BMI"),
CLIFFORD A. "FORD" KINDER, KINDER &
CO., LTD., VADIVOX, LTD., JULES M.
"JOE" BACAL, GRIFFIN BACAL, INC.,
STARWILD MUSIC BMI, WILDSTAR MUSIC
ASCAP, SUNBOW PRODUCTIONS, INC. AND
JOHN AND JANE DOES 1 - 10,

Defendants.
-----X

ANNE BRYANT,

Plaintiff,

Index No. 2821/02

-against-

SUNBOW PRODUCTIONS, INC.,

Defendant.
-----X

The following papers numbered 1 to 34 were read on this motion by defendant Jules M. Bacal for an Order of dismissal pursuant to CPLR 3211, subdivision (a), paragraphs 5 and 7, or for an Order granting summary judgment, and on this motion by defendant Sunbow Productions, Inc. for an Order of dismissal pursuant to CPLR 3211,

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subdivision (a), paragraph 5, and for summary judgment.

Papers Numbered

Notice of Motion - Affidavit (Tannenbaum) - Exhs. (A-G) -
Affidavit (Bacal) - Exhs. (1-5) - Affidavit (Griffen) -
Exhs. (1-2) 1 - 7
Notice of Motion - Affidavits (Blue, Rigby, Harris,
Weitzman) - Affirmation (Phares) - Exhs. (A-Y, 1-48) ... 9 - 15
Exhs. (1-2) - Affirmation (Kitson) - Exhs. (A-K) 6 - 11
Answering Affidavit (Bryant) - Exhs. (A-C) - Affidavit
(Bryant) - Exhs. (1-3) - Affidavit (Bryant) - Exhs. (1-3)
- (Bryant) - Exhs. (1-2) - Affidavit (Bryant) - Affidavit
(Bryant) 12 - 26
Affirmation (Monaghan) - Exhs. (A-G) 13 - 17
Answering/Replying Affirmation (Tannenbaum) - Exhs. (A-B) . 19 - 20
Answering/Replying Affidavit (Rigby) - Exhs. (A-F) -
Affirmation (Phares) - Exhs. A-U) 22 - 25
Replying Affirmation (Bacal) - Exhs. (A-D) 28 - 29
Objection - Exh. - Affidavit (Blue) 31 - 33
Memoranda of Law 8,16,27
30,34

Upon the foregoing papers, it is Ordered that these motions are disposed of as follows:

The relevant background facts of these actions previously have been set forth in numerous prior Court Decisions and Orders and will thus not be restated herein except to the extent necessary. At the pre-trial conference conducted on March 2, 2004, this Court had granted defendants an additional final opportunity to move for dismissal, the Court's intention being to clarify the issues remaining for trial; defendants Bacal and Sunbow each have made their respective motions.¹

¹Contrary to plaintiff's contention, the Court did not limit defendants' dismissal motion solely to the issue of the Statute

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Following extensive prior motion practice, plaintiff's First Amended Complaint specifically pleads two causes of action against defendant Bacal for unjust enrichment and constructive trust, and a single cause of action against defendant Sunbow for unjust enrichment, for which plaintiff seeks compensatory damages and an accounting.² With respect to these two defendants, plaintiff essentially asserts that she had an oral working relationship with defendant Bacal, part-owner of both defendants Griffin Bacal, Inc., an advertising agency, and Sunbow Productions, Inc., a television production company, with respect to her created musical arrangements, compositions and jingles whereby she allegedly had reserved her writer's royalties in her works, but had transferred her musical creations to defendants GBI and Sunbow for them to exploit on her behalf. Plaintiff contends that in recent years she has lost substantial royalties with respect to her works, allegedly as the result of wrongful re-registrations of her work by the named defendants, including defendant BMI, the performing rights

of Frauds.

²However, the Court notes that while unorthodox, plaintiff, in her First Amended Complaint under Index Number 5192/00, states in paragraph one thereof that she "repeats and realleges every allegation contained in the Verified Complaint as though fully set forth at length hereat." This Court necessarily finds that plaintiff has not abandoned her claims against defendant Bacal of wrongful re-registrations of her works. This theory of wrongful re-registration is also asserted in plaintiff's Amended Complaint against defendant Sunbow under Index Number 2821/02.

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artists without the requisite written agreement. While Bacal claims that all of the executed work-for-hire contracts were damaged in the January, 1990 Manhattan water main break that had flooded the basement where their business records were stored, Griffin states that he is "certain" that Sunbow had insisted that plaintiff's company execute work-for-hire agreements for all the musical compositions it had delivered to Sunbow for use in the Hasbro T.V. shows, and specifically the JEM Agreement. This meant, according to defendant, that plaintiff, as composer, would have received a flat creative fee for her work, the writer's share of income from the public performance rights in the music (allocated in accordance with contributions to the work) and certain additional payments from the publication of sheet music, arrangements and orchestrations. Bacal and Griffin claim that, with respect to plaintiff, Hasbro, pursuant to its contract with Sunbow, alone owns all other usage rights of plaintiff's works and the underlying copyrights to her compositions. Bacal specifically denies having had any fee negotiations with plaintiff or her company. According to Bacal and Griffin, the payment terms in the work-for-hire agreements that Sunbow had used in the 1980's were comparable to the payment terms in typical work-for-hire agreements.

Defendant Bacal submits that, in addition to the

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foregoing establ. thing that plaintiff does not have a viable cause of action, he is also entitled to dismissal of the complaint because, firstly, plaintiff cannot state a viable cause of action for constructive trust since he claims there is no fiduciary relationship between him and plaintiff, secondly, that plaintiff's claims are time-barred, thirdly, that he has not been enriched by receiving any mechanical royalties or license fees purportedly paid to Sunbow after SONY purchased Sunbow in 1998, and lastly that the alleged oral working relationship between plaintiff and Sunbow is void under the Statute of Frauds.

In support of his above arguments, Bacal avers that he has not, either directly or through Sunbow, ever received any mechanical royalties or license fees for the works in issue. Moreover, Bacal notes that plaintiff's allegations involving mechanical royalties or license fees relating to video and DVD sales is for the period of October 1999 through September 2002, whereas SONY had purchased Sunbow in 1998, more than one year earlier. Since Bacal has not received any monies from Sunbow from the re-use or re-work of plaintiff's compositions in issue, he maintains that there has not been any unjust enrichment and no basis for imposition of a constructive trust.

'Bacal's income from BMI for public performance royalties during the period of 1995 through 2003 was \$11,532.11, according to his Miscellaneous Income tax Returns for 1995 forward.

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Moreover, defendant Bacal contends that plaintiff's claims predicated upon an oral working arrangement are barred by the Statute of Frauds and since, as a matter of law, there is no fiduciary relationship between Bacal and plaintiff based merely upon their musical collaborations, particularly where Bacal claims to only have spoken briefly with plaintiff on limited prior occasions, that Bacal is not estopped from arguing that plaintiff's claims are also time-barred under the applicable six year statute of limitations. Bacal maintains that based upon the commencement of this action on August 24, 2000, any claims against Bacal that arose prior to August 24, 1994, clearly are barred, and yet plaintiff complains herein about alleged re-registrations of her compositions in the 1980's when the cue sheets for her compositions were originally submitted to defendant BMI. Plaintiff, according to defendant Bacal, had failed to exercise due diligence at that time to ascertain whether she was receiving the royalties to which she claims entitlement and her claims herein are time-barred.

Sunbow, in support of its motion, argues that plaintiff has taken the legally untenable and internally inconsistent position herein that plaintiff orally had conveyed exclusive rights to Sunbow for it to decide how the compositions she authored for the TV Series would be exploited, notwithstanding that the Copyright Act requires that any such agreement be in writing, and

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that this asserted "working arrangement" entitles her to a portion of whatever monies Sunbow earns from the exploitation of plaintiff's musical compositions, in whatever medium. According to Sunbow, plaintiff's claim, if true, is barred by the Statute of Frauds, as set forth in General Obligation Law Section 5-701, subdivision (a), since such agreement, if made, would have been made in the 1980's and the obligation thereunder to continue to make royalty payments to plaintiff would have taken longer than one year to perform. Indeed, defendant Sunbow submits that it is this very scenario, where a plaintiff surfaces twenty years after an alleged oral agreement, when witnesses are no longer available and memories are vague, claiming that a different deal had been made, that had prompted enactment of the Statute of Frauds. According to Sunbow, New York law is very clear that oral agreements involving royalties or commissions based on exploitation of copyrights are prohibited.

Since the Statute of Fraud applies here to bar plaintiff's claims, Sunbow contends plaintiff may not succeed on a theory of unjust enrichment. While a quantum meruit cause of action may provide plaintiff with an avenue of relief, Sunbow notes that plaintiff has not pleaded such cause of action.

In any event, Sunbow argues that plaintiff would not otherwise be entitled to pursue a quantum meruit cause of action

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because she al. ldy has been reasonably compensated for her services consistent with industry standards at the time. According to Sunbow, plaintiff has not established what the market rate was for her TV production song writing services in the 1980's and she cannot demonstrate that she did not receive the "going market rate" for such services. Sunbow observes that plaintiff never asserts nor offers evidence that the alleged working arrangement she had with Sunbow was for the market value paid and she never identifies the specified percentage of profits she allegedly was to have received from all other uses of her compositions.

In further support of its dismissal motion, defendant Sunbow has proffered an affidavit from Helene Blue, a music publisher and administrator for 35 years, wherein she describes the commissioning of television and movie music and evaluates four sample Sunbow Agreements from the 1980's, concluding that they were similar and typical, and not substantively dissimilar to more recent agreements, and opines that "it would be inconceivable for a producer to commission or acquire the rights to use music in an audiovisual work without entering into a written agreement of some sort that secures the rights to the producer;" she states that "producers insist on a work-for-hire agreement ... because works for hire are not subject to the Copyright Act's termination provisions."

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Defendant Sunbow further has proffered an affidavit from Neil Rigby, head of Legal and Business Affairs for TV-Loonland AG, which had acquired Sunbow from SONY in 2000. Therein he sets forth the efforts he and his company have made to locate documents pertaining to plaintiff, Ford Kinder and /or Kinder & Bryant Ltd, and Sunbow, Griffin Bacal, Inc. Starwild Music, Inc. and/or Wildstar Music, Inc., as well as production agreements between Sunbow and Hasbro. His efforts have uncovered an unsigned copy of an agreement between Kinder & Bryant, Ltd. and Sunbow relating to the JEM television series, and three related letters, two dated in 1986 between plaintiff and Sunbow's legal counsels relating to "revisions to the JEM Contract and the contract for My Little Pony." The other letter was between counsel, dated February 9, 1987, relating to a proposed amendment of the JEM Contract.

Also, defendant Sunbow has submitted an affidavit from Robert C. Harris, an attorney who had represented Sunbow for 15 years, up until its sale in 1998, wherein he avers that he had drafted and negotiated agreements between Sunbow and various artists whom Sunbow commissioned to create works and that "it was always Sunbow's practice to commission work ..., including composers of music, on a 'work-for-hire' basis using written agreements," because Sunbow desired to own all rights in the television series and movies it was producing for Hasbro and the

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Copyright Act requires that such agreements be in writing. He recalls having prepared several work-for-hire agreements commissioning music from Kinder & Bryant, Ltd. While he no longer has client files relating to Sunbow, he reviewed the four sample agreements submitted herein by Sunbow and believes that he had drafted all of those agreements. He specifically states that he has no recall of Sunbow ever working with an artist except pursuant to a work-for-hire agreement.

Similarly, defendant Sunbow has submitted an affidavit from Carole Weitzman, who had been employed by Sunbow from 1980 through 2001, and was Senior Vice President of Production at the time she had left its employ. She relates that the Manhattan water main break in January, 1990, had caused immense flooding to Sunbow's sub-basement storage facility, destroying many boxes of Sunbow documents. To her knowledge, however, "Sunbow required every artist that it employed for the TV Series to sign agreements ... referred to as 'work-for-hire' agreements." She states that "Sunbow's practice was never to authorize paying an artist unless he or she had signed an agreement with Sunbow." Ms. Weitzman avers that plaintiff "must have signed work-for-hire agreements with Sunbow. I know that I would not have authorized payments to her ... if she had not signed such an agreement. This would have been contrary to Sunbow's policy."

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Sunbow submits "that on the record [it] has now assembled, there is no material issue of fact that Plaintiff signed work-for-hire agreements with Sunbow for the Hasbro TV Series, and under the terms of their agreements she is not entitled to the broad recovery she claims"; indeed, it claims that the "overwhelming evidence shows that the unsigned JEM agreement is a copy of the agreement signed by Plaintiff, the JEM agreement is identical to all the other agreements for the Hasbro TV Series relating to what Plaintiff is entitled to receive from later exploitation of the TV Series or her compositions, which does not include the monies from Sunbow's distribution of the TV Series on videotapes and DVD's ...".⁵

Plaintiff vigorously opposes the motions in all respects and argues that in the circumstances presented that this Court should refuse to address any issues raised by defendants other than the issue of the Statute of Frauds, and that as to that defense it should determine that defendants had waived invocation of same by their failures any time earlier to have raised said defense. Plaintiff argues that not only have defendants waited until the eve

⁵Previously, this Court had determined that plaintiff's cause of action for constructive trust was not viable as against defendant Sunbow because it did not have a fiduciary relationship with plaintiff. (Dec. & Ord., 12/15/03). Further, the Court had determined that plaintiff's claims against Sunbow relating to conduct occurring before 1994 are barred by the six year Statute of Limitations. (Dec. & Ord., 1/2/04).

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of trial to invoke this defense, but that the record is replete with transcript testimony and Interrogatory Responses wherein Sacal had stated that he was not aware of any written agreements, and defendants have offered no reasonable explanation for their failure to have interposed the defense at an earlier time.

In any event, plaintiff contends that the law is well settled that the Statute of Frauds is not a defense to an action seeking imposition of a constructive trust and/or unjust enrichment.

Were this Court to otherwise find the defense viable, plaintiff further maintains that her agreement with defendants is outside the ambit of the Statute of Frauds because, by its terms, it was capable of being fully performed within one year⁶ and was not subject to the will of a third party.⁷

Furthermore, plaintiff argues that royalty statements such as those received by plaintiff constitute a writing sufficient to satisfy the Statute of Frauds and that her full performance of her obligations which are "unequivocally referable" to the parties' working relationship also removes this action from the Statute of

⁶Said argument is predicated upon evidence that animated TV series and the commercials upon which many of them were based were expected to run only for a thirteen-week period of time.

⁷Indeed, plaintiff argues that Sunbow, the production company, had exercised complete control as to whether to continue running the series using plaintiff's compositions.

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Frauds,

Alternatively, plaintiff suggests that defendants should be equitably estopped from asserting said defense since plaintiff, to her detriment, had relied upon Bacal's promise on behalf of Sunbow and Griffin Bacal that she would receive all of the writer's royalties on her compositions.

Finally, plaintiff argues that were this Court to find that plaintiff may only recover in quantum meruit, the reasonable value of her services must include all writer's royalties attributable to her musical compositions, including mechanical royalties and synchronization license fees.

Firstly, the Court must note that this action has been an intensive study in "all one needs to know about royalties associated with jingle and musical compositions for commercial use." The attorneys are to be commended and thanked for their exemplary lawyering and the skill with which they have made this highly specialized, technical area of law both comprehensible and more user-friendly to a Court with heretofore limited experience in this field. As the record unfortunately demonstrates, however, even those more learned in the field apparently have differing understandings of the musical registration process and many of the applicable terms of art.

Secondly, while the Court had offered to entertain this

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one final dismissal motion by defendants, had not been the Court's intention to re-visit specific issues previously decided on prior summary judgment motions, including the issues of whether a fiduciary relationship had existed between Bacal and plaintiff and the related statute of limitations issue. This Court's determinations with respect to those issues are law of the case, and the Court notes that defendant Bacal has offered nothing more herein, other than his self-serving affidavit on this issue regarding the nature of his allegedly limited relationship with plaintiff - he offers nothing new obtained through subsequent discovery which otherwise justifies his having a second bite of the proverbial apple on these issues. Accordingly, defendant Bacal cannot and will not be rewarded herein for arguably making a stronger case this go round on these issues, particularly where this Court previously had admonished Bacal for his less than candid earlier discovery responses.⁹

Not does this Court find that defendant Bacal correctly contends that the claims for unjust enrichment and constructive trust must be dismissed against him because plaintiff has asserted claims involving mechanical royalties or license fees relating to

⁹In any event, the Court still concludes that a triable issue of fact is presented with respect to the nature of plaintiff's relationship with Bacal and specifically whether he had owed a fiduciary duty to her.

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video and DVD files for the period of October 1999 through September 2002, whereas SONY had purchased Sunbow in 1998, more than one year earlier, and Bacal claims that he has not received any monies from Sunbow from the re-use or re-work of plaintiff's compositions in issue. Firstly regarding this issue, the Court observes that plaintiff has not limited her First Amended Complaint to the time period that defendant Bacal identifies; rather, she seeks "any and all monies received by ... now or in the future until this matter is finally resolved, from the sale and distribution of any products, cd's videos, movies, tapes, or any product whatsoever which utilized music from the compositions set forth above and regardless of the source of any such monies received by defendants." Further, defendant Bacal has not denied indirectly receiving such royalty payments and licensing fees from Sunbow or through his various companies, or that said companies have received such benefits.

Secondly, while plaintiff has not proffered any evidence directly tracing to Bacal personally mechanical royalties or license fees monies acquired through plaintiff's works, she has produced evidence that substantial mechanical royalties and license fees generated by the use of her compositions have been received by

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defendant Bacal' various companies, named defendants herein.' As this Court had noted in a prior Decision and Order, erroneously dated February 25, 2003,¹⁰ "if plaintiff is able to establish that Bacal's relationship with his company Sunbow had been such that he had exercised such complete domination and control thereof that it may be said that the corporation was in reality a shell or dummy corporation for Bacal's own purposes, then the Court fails to see why the Court, to achieve justice, should not permit plaintiff in essence to pierce the corporate veil, find such an identity between Bacal and Sunbow that Bacal's relationship with plaintiff is the same as Sunbow's relationship to plaintiff, and thereby permit plaintiff to recover any financial benefit that has been wrongfully conferred upon Sunbow. Cf. Morris v. New York State Department of Taxation, 82 N.Y.2d 135, 141 (1993); Port Chester Electrical Construction Corp. v. Atlas, 40 N.Y.2d 652, 656-657 (1976); International Aircraft Trading Co. v. Manufacturers Trust Co., 297 N.Y. 285, 292 (1948). This same analysis applies to defendant Bacal's other companies, defendants Starwild Music BMI and Wildstar

⁹Plaintiff claims that despite her repeated requests, defendants have failed to provide plaintiff with records of payments received prior to 1999 pursuant to the licensing and distribution agreements in place

¹⁰The return of this referenced motion had been March 7, 2003; therefore, the Decision and Order properly could not have been dated February 25, 2003.

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Music ASCAP.

Further with respect to this issue, in a prior Decision and Order, dated September 26, 2002, this Court had noted that a video using plaintiff's work had identified Bacal personally as the executive producer with respect to same and that it had been marketed and sold as recently as February 15, 2001 by Amazon.com. This Court necessarily finds that defendant Bacal has not demonstrated entitlement to judgment as a matter of law dismissing this aspect of the complaint.

The last issue to be addressed as an urged basis for dismissal is the defense of the Statute of Frauds. Having carefully considered the parties' respective arguments on this defense, the Court is greatly troubled by the extreme lateness with which defendants have raised this defense. While it is true that plaintiff had expanded her theories of recovery in this action in November, 2002, as condoned by this Court's granting of her cross-motion to amend her complaint against Sunbow, it must be stated that defendants had notice as early as of that date that plaintiff was claiming entitlement to share in royalties for derivative uses of her jingles and compositions. Indeed, she specifically pleads in her Amended Complaint that defendant "has received payments from the sale and marketing of videos, movies and CD's and other products which use plaintiff's compositions without compensation due her and that defendants is thereby unjustly enriched to the

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detriment of plaintiff."

Thereafter, during her examination before trial in March, 2003, plaintiff had testified about her arrangement with Bacal and Sunbow, specifically her asserted entitlement to performance royalties, mechanical royalties and other considerations for composers, never mentioning that she had a written agreement with defendant Bacal with respect to her works. Notwithstanding her testimony, defendants had failed to raise the defense of the Statute of Frauds, let alone move to move to dismiss based upon same. Nor had defendants raised the Statute of Frauds defense in their answering papers to plaintiff's cross-motion for partial summary judgment, or in their replying papers to their motions for summary judgment, all returnable December 15, 2003, notwithstanding that plaintiff had definitively stated in her November 25, 2003, affidavit that she had "never executed a written contract with GBI, Sunbow, Wildstar or Starwild concerning the music I composed." Nor had defendant Sunbow argued the Statute of Frauds as a basis for dismissal when, just two weeks after the aforementioned failed summary judgment motion, it attempted to have the complaint dismissed based upon an alleged lack of subject matter jurisdiction. Nor is there any indication that defendants had raised this defense at the pre-trial conference held on January 14, 2004. It was not until more than two months thereafter, at the

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pre-trial conference conducted on March 22, 2004, and after years of litigation and numerous dispositive motion practice, that defendants finally have raised this issue.

Upon all of the circumstances presenting, the Court finds defendants' attempt to interpose said defense at this late date must fail. See CPLR 3211, subd. (e); 23/23 Communications Corp. v. General Motors Corporation, 257 A.D.2d 367 (1st Dept. 1999), lv. to app. den. 93 N.Y.2d 805 (1999); Cop-Solid Contracting, Inc. v. Liwak Development Corp., 236 A.D.2d 437 (2nd Dept. 1997); Raoul v. Olde Village Hall, Inc., 76 A.D.2d 319, 333 (2nd Dept. 1980); cf. Bronson v. Potsdam Urban Renewal Agency, 74 A.D.2d 967, 967 (3rd Dept. 1980).

In any event, the Court notes that even were it to have permitted defendants to rely upon the Statute of Frauds and the Court were to find that said defense operates as a bar to plaintiff's claims, as defendants recognize, this would not preclude plaintiff from otherwise recovering from defendants on a theory of quantum meruit, at least to the extent that plaintiff's claims are not otherwise barred by the statute of limitations. Defendants concede that all of the elements of such claim, save the element of plaintiff's establishing the reasonable value of her services, have been established.

The Court finds, however, that plaintiff has offered

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some evidence supporting her claim that she is entitled to allegedly wrongfully withheld performance royalties in excess of \$238,000.00 and that the value of her services in the 1980's includes fifty percent of the publishing royalties, as evidenced by a copy of a written agreement she had with another company wherein she had retained 50% of the publishing royalties. Additionally, she has quoted both Donald S. Passman, an author of "All You Need to Know About the Music Business," as well as a supposed treatise on the music industry, entitled "This Business of Music: The Definitive Guide to the Music Industry," by Krasilovsky and Shemmel, wherein it is stated that a songwriter's customary share is 50% of the publisher's net collections, which includes mechanical and synchronization income that plaintiff seeks to recover.

While defendant Sunbow aptly notes that there are critical differences between the nature of Bryant's relied upon agreement, which is for a one-time record album, as compared to music for an on-going television series, the matter here in issue, as well as other critical payment differences, which renders this agreement insufficient to establish the market value of plaintiff's song writing services for television in the 1980's, the Court finds that plaintiff has sufficiently raised a triable issue of fact regarding same.

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Parent .tically, the Court notes that in its replying memorandum, Sunbow clarifies that it agrees that is obliged to pay plaintiff a royalty fo 50% of the net profits from licenses to third parties of mechanical or synchronization rights. Sunbow does not agree, however, that the licenses that were made for the distribution of the television shows in videocassettes and DVDs is an exercise of such right since, from its view, a mechanical license refers only to the right to reproduce and distribute non-dramatic musical works, such as CDs and audiotapes. Also, according to Sunbow, the synchronization license requires payment to plaintiff only where plaintiff's song is synchronized into a film exhibited in movie theaters. Accordingly, defendant Sunbow maintains that the dramatic TV series and the videocassettes and DVD recordings of the TV series, are not subject to mechanical royalties and synchronization licenses.

Finally, Sunbow's request pursuant to CPLR 3103, subdivision (c), that plaintiff be precluded from introducing at trial any and all documents improperly obtained is reserved for determination at trial. It would, of course, behoove plaintiff, if she has not already done so, to forthwith provide defendants with full disclosure relating to these documents which allegedly have been improperly obtained.

There are to be no further motions in this action. The

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parties shall appear, as previously scheduled, for trial at 9:30 a.m. on June 2, 2004. This date will not presently be adjourned. Any party's failure to appear may result in the imposition of costs and/or sanctions.

Dated: May 26, 2004
New City, New York



ANDREW P. O'ROURKE
J.S.C.

Duane Morris LLP
Atty. for Deft. Bacal
380 Lexington Avenue
New York, New York 10168

Patterson, Belknap, Webb & Tyler LLP
Attys. For Deft. Sunbow
1133 Avenue of the Americas
New York, New York 10036-6710

Monaghan, Monaghan, Lamb & Marchisio
Attys. for Pltf.
150 West 55th Street, Suite 1G
New York, New York 10019



4

EXHIBIT B

SUNBOW ENTERTAINMENT, INC.		154.0
PAY TO THE ORDER OF <u>Ms Anne Bryant</u>		DATE <u>Nov 28th 2006</u> 1-101
SEVEN THOUSAND FOUR HUNDRED & SEVENTEEN USD — 43 CENTS ONLY DOLLARS <input checked="" type="checkbox"/>		\$ <u>7,417.43</u>
FOR <u>MUSIC ROYALTIES</u>		
THE BANK OF NEW YORK 60 WALL STREET NEW YORK, NY 10038		
<u>Shirley F. Hilbrun</u>		
⑈001540⑈+⑈021000018⑈ ⑈8900457406⑈		

1 Anne Bryant
without prejudice

PAY TO THE ORDER OF
COMMERCIAL BANK, NORTH
ATLANTA, GA 30303
021200957
FOR DEPOSIT ONLY
MONAGHAN MONAGHAN LAMB & MARCHISIO
345 0707582

Music royalties from Sony / ATV for the author Anne Bryant
(semi-annually)

	US\$
June 30, 2004	327.12
Dec. 31, 2004	266.91
June 30, 2005	205.29
Dec. 31, 2005	5,897.19
June 30, 2006	720.92
TOTAL	7,417.43

EXHIBIT C

SONY MUSIC PUBLISHING - FILM & TV
P.O. BOX 1273
NASHVILLE, TN
37202

ROYALTY
STATEMENT

PAYEE: (6023)
TV-LOUISIANA AD
INTERCARRIER STRASSER 15
65774 UNTERFÖHRING
GERMANY

TELEPHONE: 615-726-8126

PAGE: 1

IN ACCOUNT WITH: (06054) BRYANT, ANNE
FOR PERIOD JANUARY TO JUNE 1998

* MECHANICAL STATEMENT **

PERIOD	RCVD.	THROBT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCE./SONG TOTAL
ALONE ADMIN (PR. TV SER 'JEN')					
BRYANT/BARNUM					
BWP BELGIUM	25281	87705	7/97-12/97 100.00	1683.63	22.973
					386.78
					386.78 **
ITEM VOCAL THEME (PR. TV SER)					
BRYANT/BACAL					
SMP FRANCE	25289	7/97-12/97 100.00	54.14	22.973	12.43
					12.43 **
HARDI GRAS (PR. TV SER 'JEN')					
BRYANT/BARNUM					
BWP CANADA	26680	450	7/97-12/97 92.50	7.76	22.973
					1.78
					1.78 **
YOU GOTTA BE FAST (PR. TV SER 'JEN')					
BRYANT/BARNUM					
BWP FRANCE	25289	7/97-12/97 100.00	1.73	22.973	0.39
					0.39 **
MECHANICAL TOTAL				1747.26	401.38

SONY MUSIC PUBLISHING - FILM & TV		ROYALTY		PAYER: (6022)		2	
B T A T E M E N T				BRYANT, ANNE			
IN ACCOUNT WITH: (06054) BRYANT, ANNE				* SYNC & SUNDRY STATEMENT		PAGE 2	
FOR PERIOD JANUARY TO JUNE 1998							
YOU GOTTA BE FRET (FR. TV SER 'JEM')	PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCE./SONG TOTAL	
BRYANT/DUBOIS							
SMP FRANCE							
SACEN 25289	7/97-12/97	100.00	6.71	22.973	1.54	1.54	**
SYNC & SUNDRY TOTAL			6.71		1.54		

SONY MUSIC PUBLISHING - FILM & TV R O Y A L T Y PAYEE : (6022)
 S U M M A R Y BRYANT, ANNE

IN ACCOUNT WITH : (06054) BRYANT, ANNE PAGE 3
 FOR PERIOD JANUARY TO JUNE 1998

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SPCE./SONG TOTAL
MECHANICAL TOTAL		1747.26		401.38	
SYNCH & SUNDAY TOTAL		6.71		1.54	
STATEMENT TOTAL		1753.97		402.92	

SONY MUSIC PUBLISHING - FILM & TV
P.O. BOX 1273
NASHVILLE, TN
37202

R O Y A L T Y
B E T W E E N T

PAYEE : (5022)
TV-LOOTLAND AG
MUEBCHNER STRASSE 16
85774 UNTERFÖHRING
GERMANY

TELEPHONE : 615-726-8326

PAGE: 1

IN ACCOUNT WITH : (06054) BRYANT, ANNE
FOR PERIOD JULY TO DECEMBER 1998

* MECHANICAL STATEMENT **

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCF./BOND TOTAL
HARDI GRAS (PR. TV SER 'JEN')					
BRYANT/HARON					
SMP CANADA					
CD21612	32199	200	1/98-06/98 92.50	7.67	22.973
				1.76	1.76 **
SURPRISE, SURPRISE (PR. TV SER 'JEN')					
BRYANT/HARON					
G.E.M.A.					
30721	7/97-12/97 100.00	2.09	22.500	0.47	0.47 **
MECHANICAL TOTAL		9.76		2.23	

BONY MUSIC PUBLISHING - FILM & TV
 R O Y A L T Y
 S U M M A R Y
 IN ACCOUNT WITH : (06054) BRYANT, ANNE
 FOR PERIOD JULY TO DECEMBER 1998
 PAGES : (6022)
 BRYANT, ANNE

PAGE 2

2

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCE./SONG TOTAL
MECHANICAL TOTAL		9.76		2.23	
STATEMENT TOTAL		9.76		2.23	

SONY MUSIC PUBLISHING - FILM & TV
P.O. BOX 1273
NASHVILLE, TN
37202

ROYALTY
STATEMENT

PAYER: (6022)
TV-LOOPLAND AG
HOFMEIER STRASSE 16
85774 INTERFÖHRING
GERMANY

TELEPHONE: 615-726-8326

PAGE: 1

IN ACCOUNT WITH: (06054) BRYANT, ANNE
FOR PERIOD JANUARY TO JUNE 1999

* MECHANICAL STATEMENT **

ALONE AGAIN (FR. TV SER 'JEM')	PERIOD	AMOUNT RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	RCES./SONG TOTAL
110400	7/98-12/98 100.00	81.65	28.973	18.75	18.75 **	
BRYANT/HABMAN SMP BELGIAN						
DON'T LOOK NOW HABMAN/BRYANT COLUMBIA HOUSE	10/98-12/98 100.00	7.32	22.500	1.64	1.64	
CDP 27286	10/98-12/98 100.00	0.10	22.500	0.02	0.02	
BA 27196						
MECHANICAL TOTAL		89.07		20.41		1.66 **

SONY MUSIC PUBLISHING - FILM & TV R O Y A L T Y PAYER : (6022) 2
 S T A T E M E N T BRYANT, ANNE

IN ACCOUNT WITH : (06054) BRYANT, ANNE * SYNC & SUNDRY STATEMENT PAGE 2
 FOR PERIOD JANUARY TO JUNE 1999

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCH./SONG TOTAL
ALONE AGAIN (PR. TV SER 'JEM')					
BRYANT/BAUMAN					
EMP BELGION					
BABNH	3743	532.59	22.973	122.35	
	7/98-12/98	100.00			
SYNC & SUNDRY TOTAL		532.59		122.35	
					122.35 **

SONY MUSIC PUBLISHING - FILM & TV
 IN ACCOUNT WITH : (06054) BRYANT, ANNE
 FOR PERIOD JANUARY TO JUNE 1999

PAGE 1 (6023)
 BRYANT, ANNE

ROYALTY
 B U M M A R Y

PERIOD ACID. AMOUNT RECEIVED YOUR SHARE AMOUNT DUE SRCE./SQRG TOTAL

MECHANICAL TOTAL 89.07 20.41
 SYNC & SONDY TOTAL 512.59 122.35

STATEMENT TOTAL 621.66 142.75

SONY MUSIC PUBLISHING - FILM & TV
P.O. BOX 1373
HAEHVILLE, TN
37202

ROYALTY
STATEMENT

PAYEE: (6032)
TV-LORELAND AG
HUECHNER STRASSE 16
85774 DINTERBUEHLING
GERMANY.

TELEPHONE: 615-726-8326

PAGE: 1

IN ACCOUNT WITH: (06054) BRYANT, ANNE
FOR PERIOD JULY TO DECEMBER 1999

* MECHANICAL STATEMENT *

PERIOD	* RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	BRCE./SONG TOTAL				
ALONE AGAIN (FR. TV SER. 'JEM') BRYANT/HARMAN SNP BELGION	110400	46002	110	1/99-06/99	50.00	4.15	22.973	0.95	0.95 *
BROKEN GLASS (FR. TV SER. 'JEM') BRYANT/HARMAN SNP UNITED KINGDOM	4730542	46144	3	1/99-06/99	55.00	0.12	22.973	0.02	0.02 *
MECHANICAL TOTAL						4.27		0.97	

SONY MUSIC PUBLISHING - FILM & TV
 R O Y A L T Y
 S U M M A R Y
 IN ACCOUNT WITH : (06054) BRYANT, ANNE
 FOR PERIOD ONLY TO DECEMBER 1999
 DATE : (6022)
 BRYANT, ANNE
 PAGE 2
 2

PERIOD	SCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCF./BORG TOTAL
MECHANICAL TOTAL		4.27		0.97	
STATEMENT TOTAL		4.27		0.97	

SONY MUSIC PUBLISHING - FILM & TV
P.O. BOX 1273
NASHVILLE, TN
37202

PAYER : (6022)
TV-LOOTLAND AG
HOENGERSTRASSE 16
85774 UNTERFÖHRING
GERMANY

TELEPHONE : 615-726-8326

PAGE: 1

IN ACCOUNT WITH : (06054) BRYANT, ANNE
FOR PERIOD JANUARY TO JUNE 2000

* MECHANICAL STATEMENT **

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	BRCE./SONG TOTAL
--------	-------	--------------------	---------------	---------------	---------------------

ALONGS AGAIN (FR. TV SER 'JEM')

BRYANT/HARMAN

SMP BELGIUM

54949	7/98-12/99	92.50	25.24	22.973	5.79
/4228415632/	7/99-12/99	92.50	1.50	22.973	0.36
/4228415632/	7/99-12/99	92.50	1.74	22.973	0.39
					6.54 **

BROKEN GLASS (FR. TV SER 'JEM')

BRYANT/HARMAN

SMP UNITED KINGDOM

4730542

17 7/99-12/99 92.50

0.64 22.973

0.14

0.14 **

CONAN THE ADVENTURER (TV SER - INCIDENTAL MUSIC)

ROCKEY/CHASE

SMP UNITED KINGDOM

55307

7/99-12/99 92.50

0.05 22.973

0.02

0.02 **

DESTINY (FR. TV SER 'JEM')

BRYANT/HARMAN

SMP BRAIN

55274

7/99-12/99 92.50

0.09 22.973

0.02

0.02 **

FAMILY IS (FR. TV SER 'JEM')

BRYANT/HARMAN

SMP BRAIN

55274

7/99-12/99 92.50

0.26 22.973

0.05

0.05 **

A FATHER SHOULD BE (FR. TV SER 'JEM')

BRYANT/HARMAN

SMP BRAIN

55274

7/99-12/99 92.50

0.23 22.973

0.05

0.05 **

SONY MUSIC PUBLISHING - FILM & TV		R O Y A L T Y		PAYER : (6022)		2	
S T A T E M E N T				BRYANT, ANNE			
IN ACCOUNT WITH : (06054) BRYANT, ANNE				* MECHANICAL STATEMENT **		PAGE 2	
FOR PERIOD JANUARY TO JUNE 2000							
		PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCS./SONG TOTAL
(CONTINUED)							
JEM - CUBS							
SNP SPAIN		55274	7/99-12/99	92.50	1.48	15.309	0.22 **
JEM INSTRUMENTAL THEME (FR TV SER 'JEM')							
BRYANT/BACAL							
SNP SPAIN		55274	7/99-12/99	92.50	0.27	22.973	0.06 **
THIS IS FABREAU (FR TV SER 'JEM')							
BRYANT/BARMAN							
SNP BRAIN		55274	7/99-12/99	92.50	0.07	22.973	0.01 **
TRANSFORMERS (TV SER - INCIDENTAL MUSIC)							
BRYANT/KINDER							
SNP JAPAN		49333	4/99-09/99	92.50	2.06	22.973	0.47
PCCY 00542		49333	4/99-09/99	92.50	3.07	22.973	0.70
PCCY 00542		49333	4/99-09/99	92.50	1.32	22.973	0.30
PCCY 00542		40702	9/98-03/99	92.50	2.41	22.973	0.55
PCCY 00542		40702	9/98-03/99	92.50	0.59	22.973	0.13
PCCY 00542		56801	33 10/99-03/00	92.50	1.51	22.973	0.34
PCCY 00542		56801	84 10/99-03/00	92.50	0.59	22.973	0.13
PCCY 00542		56800	33 10/99-03/00	92.50	1.51	22.973	0.34
PCCY 00542		56800	84 10/99-03/00	92.50			2.96 **
MECHANICAL TOTAL					44.73		10.06

SONY MUSIC PUBLISHING - FILM & TV		ROYALTY		PAYER: (6022)		3	
B T A T E M E N T				BRYANT, ANNE			
IN ACCOUNT WITH: (06054) BRYANT, ANNE				* SYNC & SUNDRY STATEMENT		PAGE 3	
FOR PERIOD JANUARY TO JUNE 2000							
PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	BRCE-/SONG TOTAL		
CONRAD THE ADVENTURER (TV SER - INCIDENTAL MUSIC)							
RUCKER/CEASE							
SNP FRANCE							
ADJUSTMENT	57057	1/99-06/99 100.00	13241.67	22.973	3042.00		
SNCEM	58078	7/99-12/99 100.00	18.40	22.973	4.22	3046.22 *	
SNP UNITED KINGDOM							
	55307	7/99-12/99 92.50	0.05	22.973	0.01	0.01 *	
3046.23 **							
DI JOE - CUES							
DOUGLAS/BRYANT/NAISB							
SNP FRANCE							
SNCEM	58078	7/99-12/99 100.00	1.78	45.946	0.01	0.01 **	
JEM - CUES							
ASHFORD/NAISB/BRYANT							
SNP FRANCE							
ADJUSTMENT	57057	1/99-06/99 100.00	13.53	15.309	2.07	2.07 **	
TRANSFORMERS (TV SER - INCIDENTAL MUSIC)							
BRYANT/KINDER							
SNP FRANCE							
ADJUSTMENT	57057	1/99-06/99 100.00	265.16	22.973	60.91	60.91 **	
3110.02							
13540.60							
3110.02							
13540.60							

SONY MUSIC PUBLISHING - FILM & TV
 R O Y A L T Y
 S U M M A R Y
 IN ACCOUNT WITH : (06054) BRYANT, ANNE
 FOR PERIOD JANUARY TO JUNE 2000
 PAYEE : (6012)
 BRYANT, ANNE
 PAGE 4

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	GRCE./BONG TOTAL
		44.73		10.06	
		11540.60		3110.02	
		MECHANICAL TOTAL			
		SYNCH & SUNDRY TOTAL			
		STATEMENT TOTAL	13585.33	3120.08	

SONY MUSIC PUBLISHING - FILM & TV
P.O. BOX 1273
MUSKATLE, TN
37202

R O Y A L T Y
S T A T E M E N T

PAYER : (6022)
TV-LOUISIANA AG
MUECHNER STRASSE 16
85776 UETTERFÖHRING
GERMANY

TELEPHONE : 615-726-8126

PAGE: 1

IN ACCOUNT WITH : (06054) BRYANT, ANNE
FOR PERIOD JULY TO DECEMBER 2006

* MECHANICAL STATEMENT **

PERIOD	* RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCB./SONG TOTAL
--------	------------	--------------------	---------------	---------------	---------------------

ALONE AGAIN (FR. TV SER 'JEM')					
BRYANT/ROHMANN					
SMP BELGIUM					
/4228415632/	15	1/00-06/00	92.50	1.04	22.973
/4228415632/	24	1/00-06/00	92.50	1.68	22.973
				0.23	0.38
					0.61 **

JEM - CUBS					
ASHFORD/PAISON/BRYANT					
SMP FRANCE					
C. PAISONO	62696	1/00-06/00	92.50	0.17	15.309
				0.02	0.02 **

SAFE AND SOUND (FR. TV SER 'JEM')					
BRYANT/ROHMANN					
SMP FRANCE					
C. PAISONO	62696	1/00-06/00	92.50	1.56	22.973
				0.35	0.35 **

YOU'RE ALWAYS THERE IN MY HEART (FR. TV SER 'JEM')					
BRYANT/ROHMANN					
SMP GERMANY					
5362292	62441	20	1/00-06/00	92.50	0.26
					22.973
				0.05	0.05 **

MECHANICAL TOTAL

4.71

1.03

SONY MUSIC PUBLISHING - FILM & TV
 R O Y A L T Y
 S U M M A R Y

PAYER : (6022)
 BRYANT, ANNE

PAGE 3

IN ACCOUNT WITH : (06054) BRYANT, ANNE
 FOR PERIOD JULY TO DECEMBER 2000

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCE./SONG TOTAL
		4.71		1.03	
		6.13		1.22	

MECHANICAL TOTAL					
SYNCH & SUNDRY TOTAL					
STATEMENT TOTAL		10.84		2.25	

SONY MUSIC PUBLISHING - FILM & TV
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NASHVILLE, TN
37202

ROYALTY
STATION

TELEPHONE : 615-726-8126

PAYEE : (6023)
TV-LOOTLAND AG
MOENCHEN STRASSE 16
85774 UNTERPOFFELING
GERMANY

PAGE: 1

IN ACCOUNT WITH : (06054) BRYANT, AMBE
FOR PERIOD JANUARY TO JUNE 2001

* MECHANICAL STATEMENT **

PERIOD	REV.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCE./SONG TOTAL
ALONG AGAIN (FR. TV SER 'JEM')					
BRYANT/HANMAN					
SMP BELGIAN					
11	7/00-12/00	92.50	0.78	22.973	0.17
14	7/00-12/00	92.50	0.98	22.973	0.22
/4228415632/					
69881					
CONAN THE ADVENTURER (TV SER - INCIDENTAL MUSIC)					
RUCKER/CORAS					
SMP SPAIN					
70248	7/00-12/00	92.50	2.59	22.973	0.59
GI JOE - CUES					
DOUGLAS/BRYANT/HALSH					
SMP SPAIN					
70248	7/00-12/00	92.50	52.98	15.109	8.11
JEM - CUES					
ASHFORD/HALSH/BRYANT					
SMP SPAIN					
70248	7/00-12/00	92.50	34.68	15.109	5.30
TRANSFORMERS GENERATION 2 - CUES - UNIDENTIFIED					
BRYANT					
SMP SPAIN					
70248	7/00-12/00	92.50	5.78	45.946	2.65
TRANSFORMERS (TV SER - INCIDENTAL MUSIC)					
BRYANT/KINDER					
SMP SPAIN					
70248	7/00-12/00	92.50	268.63	22.973	61.71
78.75					

SONY MUSIC PUBLISHING - FILM & TV		ROYALTY		PAYER: (6022)		2	
BRYANT, ANNE		BRYANT, ANNE					
IN ACCOUNT WITH: (06054) BRYANT, ANNE				* SYNC & SUNDRY STATEMENT		PAGE 2	
FOR PERIOD JANUARY TO JUNE 2001							
DI JOE - CUES	PERIOD	%	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SACS./SONG TOTAL	
DOUGLAS/BRYANT/WALSH							
END FRANCE							
MECH. PERFORM.	7/00-12/00	92.50	0.11	15.309	0.01	0.01	**
STRAIGHT FROM THE HEART (PR. TV SER. 'EM')							
BRYANT/HABMAN							
SMP GERMANY	7/00-12/00	92.50	15.84	22.973	3.63	3.63	**
VISIONAIR - CUES							
CRASH/BRYANT							
SMP GABECB							
VISIONAIRS (C)	7/00-12/00	92.50	452.43	22.973	103.93	103.93	**
SYNC & SUNDRY TOTAL				468.38	107.57		

SONY MUSIC PUBLISHING - FILM & TV
 R O Y A L T Y
 S T M N A R Y

PAYEE : (6022)
 BRYANT, ANNE

IN ACCOUNT WITH : (06054) BRYANT, ANNE
 FOR PERIOD JANUARY TO JUNE 2001

PAGE 3

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCE./SONG TOTAL
		166.42		78.75	
		468.38		107.57	
		-----		-----	
MECHANICAL TOTAL				78.75	
SYNCH & SOUNDTX TOTAL				107.57	
-----				-----	
STATEMENT TOTAL		814.80		186.32	
-----				-----	

SONY MUSIC PUBLISHING - PLYM & TV
P.O. BOX 1273
NASHVILLE, TN
37202
TELEPHONE : 615-726-8326

PAYER : (6022)
TV-FOODLAND AG
MÜNCHENER STRASSE 16
85776 DÜTTERSDORF
GERMANY

IN ACCOUNT WITH : (06054) BRYANT, ANNE

PAGE: 1

FOR PERIOD JULY TO DECEMBER 2001

* MECHANICAL STATEMENT **

PERIOD RCVD.

AMOUNT
RECEIVED YOUR
SHARE

AMOUNT
DUE SRCS./SONG
TOTAL

ABRACADABRA (FR. TV SER 'JEM')

BRYANT/HARMAN

SONY MUSIC PUBLISHING PHILIPPINES

IC02K1075 80631 650 1/01-06/01 92.50 2.54 22.973 0.58
NEC02K99030 80631 550 1/01-06/01 92.50 1.44 22.973 0.33

0.91 **

ALONE AGAIN (FR. TV SER 'JEM')

BRYANT/HARMAN

SMP BELGIUM 80444 1 1/01-06/01 92.50 0.08 22.973 0.01
/4228415632/ 80444 14 1/01-06/01 92.50 1.06 22.973 0.24

/4228415632/ 80444 14 1/01-06/01 92.50 1.06 22.973 0.24

0.25 **

CONAN THE ADVENTURER (TV SER - INCIDENTAL MUSIC)

RUCKER/CORSE

SMP SPAIN 80673 1/01-06/01 92.50 184.82 22.973 42.45

42.45 **

OL JOE - CUES

DOUGLAS/BRYANT/WALKER

SMP SPAIN 80673 1/01-06/01 92.50 1.54 15.309 0.23

0.23 **

TRANSFORMERS (TV SER - INCIDENTAL MUSIC)

BRYANT/KINDER

SMP SPAIN 80673 1/01-06/01 92.50 6.80 22.973 2.56

1.56 **

MECHANICAL TOTAL

199.20

45.40

SONY MUSIC PUBLISHING - FILM & TV ROYALTY
 PAYEE: (6022)
 BRYANT, ANNE
 S T A T E M E N T

IN ACCOUNT WITH: (06054) BRYANT, ANNE
 FOR PERIOD JULY TO DECEMBER 2001

* SYNC & SUNDAY STATEMENT PAGE 2

PERIOD	* RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	GRACE./BOND TOTAL
CONRAD THE ADVENTURER (TV SER - INCIDENTAL MUSIC)					
RUCKER/CBSE					
SMP STRAIN					
80673	1/01-06/01	92.50	25.18	22.973	5.78
					5.78 **
GI JOE - CUES					
DOUGLAS/BRYANT/HALSB					
SMP FRANCE					
80913	1/01-06/01	92.50	2.16	15.309	0.33
MECH. PERFORM.					
SYNC & SUNDAY TOTAL				27.34	6.11
					0.33 **

فما

SRCF./SONG
TOTAL

SRCF./SONG
TOTAL

SONY MUSIC PUBLISHING - FILM & TV
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NASHVILLE, TN
37202

ROYALTY
STATEMENT

PAYEE: (6023)
TV-DOORLAND RD
MOENCHEN STRASSE 16
85774 OBERFÖHRING
GERMANY

TELEPHONE: 615-726-8125

PAGE: 1

IN ACCOUNT WITH: (06054) BRYANT, ANNE
FOR PERIOD JANUARY TO JUNE 2002

* MECHANICAL STATEMENT *

PERIOD	RCYD	AMOUNT RECEIVED	TOTAL SHARE	AMOUNT DUE	SRCE./SCOR TOTAL
--------	------	--------------------	----------------	---------------	---------------------

ALONE AGAIN (FR. TV SER 'JEM')

BRYANT/HARMAN

SNP BELGIUM

/4228415632/	51282	16	7/01-12/01	92.50	1.14	22.973	0.26
/4228415632/	91282	17	7/01-12/01	92.50	1.22	22.973	0.28
/4228415632/	91282	21	7/01-12/01	92.50	1.50	22.973	0.34

0.88 **

GI JOE - CUES

DOUGLAS/BRYANT/MALSH

SNP SPAIN

91511	7/01-12/01	92.50	0.76	15.105	0.11	0.11 **
-------	------------	-------	------	--------	------	---------

I'M GONNA CHANGE

BRILARD

SNP CANADA

786366892	91301	128	7/01-12/01	75.00	4.23	22.973	0.97
786366892	91301	189	7/01-12/01	75.00	6.24	22.973	1.43

2.40 **

SURPRISE, SURPRISE (FR. TV SER 'JEM')

BRYANT/BARMAN

CAPITOL RECORDS

46768	95002	262	1/02-03/02	100.00	18.59	22.500	4.18
46768	95002	373	1/02-03/02	100.00	28.05	22.500	6.31

10.49 **

TRANSFORMERS GENERATION 2 - CUES - UNIDENTIFIED

BRYANT

SNP SPAIN

91511	7/01-12/01	92.50	1.18	45.946	0.54	0.54 **
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TRANSFORMERS INSTRUMENTAL THEME

BRYANT/BACAL

SNP SPAIN

91511	7/01-12/01	92.50	1.18	45.946	0.06	0.06 **
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SONY MUSIC PUBLISHING - FILM & TV		ROYALTY		PAYEE : (6022)		PAGE		3	
IN ACCOUNT WITH : (06054) BRYANT, ANNE		B T A T E M E N T		BRYANT, ANNE					
FOR PERIOD JANUARY TO JUNE 2002									
PERIOD	RCVD.	* SYNC & SUNDRY STATEMENT	AMOUNT	SRCE : / SONG	AMOUNT	SRCE : / SONG	AMOUNT	SRCE : / SONG	AMOUNT
			RECEIVED	YOUR SHARE	DOE	TOTAL			
GI JOE - CUBS									
DODDAB/BRYANT/WALKER									
SMP FRANCE									
MECH. PERFORM.	91349	7/01-12/01	92.50	0.08	15.309	0.01	0.01	**	
STRAIGHT FROM THE HEART (FR. TV SER 'JEM')									
BRYANT/BAUMAN									
SMP GERMANY									
03121	95682	7/01-12/01	100.00	10.21	22.973	2.34	2.34	**	
TRANSFORMERS (TV SER - INCIDENTAL MUSIC)									
BRYANT/KINDER									
SMP GREECE									
TRANSFORMERS (91170	7/01-12/01	92.50	391.53	22.973	89.94	89.94	**	
VISIONAIRIE - CUBS									
CHASE/BRYANT									
SMP GREECE									
VISIONAIRIES (C	91170	7/01-12/01	92.50	200.69	22.973	46.10	46.10	**	
SYNC & SUNDRY TOTAL									
			602.51			138.39			

SONY MUSIC PUBLISHING - FILM & TV		ROYALTY		PAYER: (6022)	
		S U M M A R Y		BRYANT, ANNIE	
BY ACCOUNT WITH: (06054) BRYANT, ANNIE					
FOR PERIOD JANUARY TO JUNE 2002					
PERIOD	%	AMOUNT	YOUR	AMOUNT	PRICE-/SONG
	RCVD.	RECEIVED	SHARE	DOB	TOTAL
		16.46		4.21	
MECHANICAL TOTAL		602.51		138.39	
SYNCH & SUNDRY TOTAL					
STATEMENT TOTAL		618.97		142.60	

SONY MUSIC PUBLISHING - FILM & TV
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37202

R O Y A L T Y
S T A T E M E N T

PAYEE : (6022)
TV-LANDLAND AG
MIDRINGER STRASSE 16
85774 UETTERBOERLING
GERMANY

TELEPHONE : 615-726-8326

PAGE: 1

IN ACCOUNT WITH : (06054) BRYANT, ANNE
FOR PERIOD ONLY TO DECEMBER 2002
* MECHANICAL STATEMENT **

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCE./SONG TOTAL
--------	-------	--------------------	---------------	---------------	---------------------

ALONE AGAIN (FR. TV SER 'JEM')
DREYER/HARMON
SMP BELGIUM
/4228415632/ A2078
/4228415632/ A2078
/4228415632/ A2078

4	1/02-06/02	92.50	0.32	22.973	0.07
7	1/02-06/02	92.50	0.34	22.973	0.12
13	1/02-06/02	92.50	1.06	22.973	0.24

0.43 **

CONAN THE ADVENTURER (TV SER - INCIDENTAL MUSIC)
RUCKER/CBASS
SMP SPAIN
A2319

1/02-06/02	92.50	4.87	22.973	1.11
------------	-------	------	--------	------

1.11 **

I-M GONNA CHANGE

BALLAD
SMP CANADA
7863665892 A2097
7863665892 A2097
7863665892 A2097
7863665892 A2097
7863665892 A2097
7863665892 A2097

21	1/02-06/02	75.00	0.16	22.973	0.08
22	1/02-06/02	75.00	0.72	22.973	0.16
113	1/02-06/02	75.00	1.74	22.973	0.85
117	1/02-06/02	75.00	4.03	22.973	0.92
210	1/02-06/02	75.00	6.94	22.973	1.59
216	1/02-06/02	75.00	7.43	22.973	1.70

5.30 **

SHANGRI-LA

HARMON/BRYANT

SMP THAILAND
0077779853724 A2341
0077779853724 A2341
0077779853724 A2341
0077779853724 A2341
0077779853724 A2341
0077779853724 A2341
0077779853724 A2341
0077779853724 A2341
0077779853724 A2341
0077779853724 A2341

6	1/02-06/02	92.50	0.13	22.973	0.02
10	1/02-06/02	92.50	0.08	22.973	0.01
15	1/02-06/02	92.50	0.14	22.973	0.03
24	1/02-06/02	92.50	0.08	22.973	0.01
16	1/02-06/02	92.50	0.07	22.973	0.01
32	1/02-06/02	92.50	0.10	22.973	0.02
44	1/02-06/02	92.50	0.10	22.973	0.02
5	1/02-06/02	92.50	0.09	22.973	0.02

0.14 **

2

SONY MUSIC PUBLISHING - FILM & TV R O Y A L T Y P A Y E E : (5022)
 S T A T E M E N T BRYANT, ANNE

IN ACCOUNT WITH : (05054) BRYANT, ANNE * MECHANICAL STATEMENT ** P A G E 2

FOR PERIOD ONLY TO DECEMBER 2002

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCE./SQD TOTAL
TRANSFORMERS (TV SER - INCIDENTAL MUSIC) (CONTINUED)					
SMP UNITED KINGDOM A2360	1	1/02-06/02 92.50	0.18 22.973	0.04	0.04 **
WE CAN MAKE A DIFFERENCE (TEL. TV SER. 'JEN')					
BRYANT/BABYDIN SMP SPAIN A2319	1000	1/02-06/02 92.50	14.67 22.973	3.37	3.37 **
0000HBMW102					
		MECHANICAL TOTAL	45.65	10.39	

SONY MUSIC PUBLISHING - FILM & TV		R O Y A L T Y		PAGE 1 (6022)		3	
S T A T E M E N T				BRYANT, ANNE			
TV ACCOUNT WITH : (06054) BRYANT, ANNE							
FOR PERIOD JULY TO DECEMBER 2002							
PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCF./SONG TOTAL		
FROM HOLL & CYNTHAL (FR. TV SER 'JEN')							
BRYANT/BARKAN							
SMP UNITED KINGDOM	40	1/02-06/02	92.50	17.29	22.973	3.97	3.97 **
A2360							
GI JOE - CUES							
DOUGLAS/BRYANT/HALSH							
SMP GREECE		1/02-06/02	92.50	50.34	15.303	7.70	7.70 **
GI JOE (CARTO)	A2167						
TRANSFORMERS VOCAL THEME II - UNIDENTIFIED							
KINDER/BICAL/BRYANT							
SMP UNITED KINGDOM	44	1/02-06/02	92.50	5.53	3.053	0.21	0.21 **
A2360							
TRANSFORMERS GENERATION 2 - CUES - UNIDENTIFIED							
BRYANT							
SMP GREECE		1/02-06/02	92.50	18.49	45.946	8.49	8.49 **
TRANSFORMERS	A2167						
TRANSFORMERS (TV SER - INCIDENTAL MUSIC)							
BRYANT/KINDER							
SMP GREECE		1/02-06/02	92.50	293.31	22.973	67.38	67.38 **
TRANSFORMERS	A2167						
SMP UNITED KINGDOM	262	1/02-06/02	92.50	53.10	22.973	12.19	12.19 **
A2360							
SYNCH & SUNDAY TOTAL				438.06		99.94	

SONY MUSIC PUBLISHING - FILM & TV
 R O Y A L T Y
 B U M M A R Y
 PAYER : (6024)
 BRYANT, ANNE
 IN ACCOUNT WITH : (06054) BRYANT, ANNE
 FOR PERIOD JULY TO DECEMBER 2002
 PAGE 4

PERIOD	ACCD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCF./SONG TOTAL
		45.65		10.39	
MECHANICAL TOTAL		438.06		99.94	
SYNCH & SUNDRY TOTAL					
STATEMENT TOTAL		481.71		110.33	

SONY MUSIC PUBLISHING - FILM & TV
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NASHVILLE, TN
37202

ROYALTY
STATEMENT

PAYEE: (6022)
TV-DOONLAD AG
MUECKEN STRASSE 16
85774 UNTERPOSSING
GERMANY

TELEPHONE: 615-726-8326

PAGE: 1

IN ACCOUNT WITH: (06054) BRYANT, ANNE
FOR PERIOD JANUARY TO JUNE 2003

* MECHANICAL STATEMENT **

PERIOD	RC'D.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SPRCE./SONG TOTAL
--------	-------	--------------------	---------------	---------------	----------------------

ALONE AGAIN (FR. TV SER 'ITEM')

BRYANT/HARRIS

SNP BRIGION	B1949	9	7/02-12/02	52.50	0.80	22.973	0.18	
/4228415632/	B1949	23	7/02-12/02	52.50	2.02	22.973	0.46	0.64 **
/4228415632/	B1949							

0.64 **

CONAN THE ADVENTURER (TV SER - INCIDENTAL MUSIC)

HUCKER/CRASE

SNP UNITED KINGDOM	B2247		7/02-12/02	92.50	0.17	22.973	0.03	0.03 **
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0.03 **

THE GONNA CHANGER

BALLARD

SNP CANADA	B1970	180	7/02-12/02	75.00	7.08	22.973	1.62	
7863665892	B1970	325	7/02-12/02	75.00	12.02	22.973	2.76	
7863665892	B1970	368	7/02-12/02	75.00	13.61	22.973	3.12	
7863665892	B1970	397	7/02-12/02	75.00	15.61	22.973	3.58	11.08 **

11.08 **

JEM VOCAL THEME (FR. TV SER)

BRYANT/BACAL

MISC. MECHANICAL INCOME	A9413	500	9/02-09/02	100.00	37.70	22.500	8.48	8.48 **
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8.48 **

TRANSFORMERS VOCAL THEME II - UNIDENTIFIED

KINDER/BACAL/BRYANT

SNP UNITED KINGDOM	B2247	53	7/02-12/02	92.50	10.96	3.859	0.42	
B2247	B2247	60	7/02-12/02	92.50	7.61	3.859	0.29	
B2247	B2247	107	7/02-12/02	92.50	13.56	3.859	0.52	1.23 **

1.23 **

TRANSFORMERS (TV SER - INCIDENTAL MUSIC)

SONY MUSIC PUBLISHING - FILM & TV R O Y A L T Y
S T A T E M E N T
PAYEE : (6022)
BRYANT, ANNE

IN ACCOUNT WITH : (06054) BRYANT, ANNE
FOR PERIOD JANUARY - TO JUNE 2003

MECHANICAL STATEMENT ** PAGE 3

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCE./SONG TOTAL
TRANSFORMERS (TV SER - INCIDENTAL MUSIC) (CONTINUED)					
SMP UNITED KINGDOM B2447	1	7/02-12/02	92.50	0.62	22.973
				0.14	0.14 **
MECHANICAL TOTAL			121.75		21.60

SONY MUSIC PUBLISHING - FILM & TV		ROYALTY		PAYER: (6022)		BRYANT, ANNE	
IN ACCOUNT WITH: (06054) BRYANT, ANNE		STAFFMENT		* SYNC & SUNDRY STATEMENT		PAGE 3	
FOR PERIOD JANUARY TO JUNE 2003		PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARES	AMOUNT DUE	SRCE./SONG TOTAL
GI JOE - CUES							
DOUGLAS/BRYANT/WALSH							
SMP FRANKIE							
MECH. PERFORM.	B2020	7/02-12/02	92.50	2.77	15.309	0.42	0.42 **
STRAIGHT FROM THE HEART (FR. TV SER. 'JUNK')							
BRYANT/HARVEY							
SMP GERMANY							
	B2032	7/02-12/02	92.50	51.76	22.973	11.89	11.89 **
TRANSFORMERS VOCAL THEME II - UNIDENTIFIED							
KINDER/BACAL/BRYANT							
MISC. INCOME							
	B2671	2	1/03-03/03	100.00	0.40	3.780	0.01
	B2671	45	1/03-03/03	100.00	4.50	3.780	0.17
01294	A7669	4	10/02-12/02	100.00	0.40	3.780	0.01
SYNC & SUNDRY TOTAL				59.83		12.50	0.19 **

SONY MUSIC PUBLISHING - FILM & TV R O Y A L T Y PAYEE : (6022)
 B U M A R Y BRYANT, ANNE
 IN ACCOUNT WITH : (06054) BRYANT, ANNE
 FOR PERIOD JANUARY TO JUNE 2003

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	PRICE./SONG TOTAL
MECHANICAL TOTAL		121.76		21.60	
SYNCH & SUNDRY TOTAL		59.83		12.50	
STATEMENT TOTAL		181.59		34.10	

21.59 **

BONY MUSIC PUBLISHING - FILM & TV R O Y A L T Y P A Y E S : (6022)
 S T A T E M E N T BRYANT, ANNE

IN ACCOUNT WITH : (06054) BRYANT, ANNE * MECHANICAL STATEMENT ** PAGE 2

FOR PERIOD ONLY TO DECEMBER 2003

PERIOD	ACCD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SRCS./SONG TOTAL
MECHANICAL TOTAL		276.43		32.92	

SONY MUSIC PUBLISHING - FILM & TV
 R O Y A L T Y
 S T A T E M E N T
 PAYEE : (6022)
 BRYANT, ANNE

IN ACCOUNT WITH : (06054) BRYANT, ANNE
 FOR PERIOD JULY TO DECEMBER 2003

* SINCE & SUNDRY STATEMENT PAGE 3

PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	SINCE / SONG TOTAL	
JEM VOCAL THEME (FR. TV SER) BRYANT/BACAL MTV NETWORKS C6318	10/03-10/03	100.00	2500.00	22.500	562.50	
TRANSFORMERS VOCAL THEME II - UNIDENTIFIED KINDER/BACAL/BRYANT SMP UNITED KINGDOM C1721	42	1/03-06/03	92.50	28.25	3.059	1.09
SINCE & SUNDRY TOTAL					562.59	

1.09 **

SONY MUSIC PUBLISHING - FILM & TV		R O X A L T Y		PAGE 4	
		S U M M A R Y			
IN ACCOUNT WITH : (06054) BRYANT, ANNE				PAGE 4	
FOR PERIOD JULY TO DECEMBER 2003					
PERIOD	RCVD.	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	PRICE./SONG TOTAL
MECHANICAL TOTAL		176.43		32.92	
SINCE & SUNDAY TOTAL		2528.25		563.59	
STATEMENT TOTAL		2704.68		596.51	